### Attachment 4.A.14

### Southwestern Bell

June 3, 1996

T. Michael Payne
ca President
Seneral Counsel
Toerations and Secretary

Ms. Karol M. Sweitzer Vice President-Business Planning & CFO Southwestern Bell Communications Services, Inc. 130 East Travis, Suite 550 San Antonio, Texas 78205

Re: Charges for Legal Services Provided to Other Southwestern Bell Companies

Dear Ms. Sweitzer:

FCC rules require that Southwestern Bell Telephone Company (SWBT) book as revenue its fully distributed cost when attorneys and paralegals employed by SWBT perform services for any affiliated company. We have received a new cost study relative to our hourly rates effective May 17, 1996, through December 31, 1999.

The hourly rates charged for SWBT attorneys providing services for affiliates are \$166 for district level attorneys, \$175 for division level attorneys, \$204 for fifth level attorneys and \$286 for officer level attorneys. The hourly rate for paralegals is \$97.

All related expenses will be directly billed to the appropriate affiliate. Minor travel expenses incurred will be submitted with the attorney/paralegal hours and billed back to the affiliate. The new rates will remain in effect until superseded.

If you have any questions, please contact my Contract Administrator, Judy Ciegel, on 314-235-4095.

Sincerely.

- Michael Payme

One Bell Center St. Louis, Missouri 63101

Pinus 314 235-1888

### Attachment 4.A.15

THIS INFORMATION IS HIGHLY SENSITIVE CONFIDENTIAL AND WILL BE MADE AVAILABLE FOR REVIEW IN ACCORDANCE WITH THE TERMS OF THE PROPRIETARY AGREEMENT ORDERED IN THIS CAUSE.

### Attachment 4.A.16

THIS INFORMATION IS HIGHLY SENSITIVE CONFIDENTIAL AND WILL BE MADE AVAILABLE FOR REVIEW IN ACCORDANCE WITH THE TERMS OF THE PROPRIETARY AGREEMENT ORDERED IN THIS CAUSE.

### Attachment 4.A.17

### (a) Southwestern Bell Telephone

### AGREEMENT FOR ENGINEERING, INSTALLATION AND MAINTENANCE SERVICES

### Between

Southwestern Beil Telephone Company A Missouri Corporation One Beil Center St. Louis, Missouri 63101

("Contractor")

and

Southwestern Bell Communications Services, Inc. A Delaware Corporation
130 E. Travis
San Antonio, Texas 78205

("SBC")

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RESTRICTED - PROPRIETARY EVPORACATION

The information command herein is for use by resherted employers of the parties burets only and is not for general distribution within or outside their respective companies.

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### AGREEMENT FOR ENGINEERING, INSTALLATION AND MAINTENANCE SERVICES

THIS MASTER ENGINEERING, INSTALLATION AND MAINTENANCE AGREEMENT (the "Agreement") entered into July \_\_\_ 1995, by and between Southwestern Bell Communications Services, Inc. ("SBC"), a Delaware corporation having its principal offices at 130 E. Travis, San Antonio, Texas 78205, and Southwestern Bell Telephone Company ("Contractor"), a Missouri corporation having its principal offices at One Bell Center, St. Louis, Missouri 6310:

### INTRODUCTION

WHEREAS, Contractor has the capability of installing and/or maintaining and/or engineering Building Distribution Systems/Local Area Networks (BDS/LANs) for end users (Customer(s)") and Contractor has represented to SBC that it is skilled, experienced and knowledgeable in such business; and

WHEREAS, Contractor has offered to install and/or maintain and/or engineer for SBC ("Services") such BDS/LANs as may from time to time hereafter be designated by SBC in an "Order" (as that term is hereinafter defined); an

WHEREAS, SBC wishes to have the right to obtain and militar Contractor's installation, maintenance and engineering services, while still being at all times free to enter into similar master agreements with other contractors; and

WHEREAS, the parties bereto have agreed that in the event SBC and Contractor enter into one or more Service.

Orders there should be a master agreement in place setting forth their respective names and obligations relative thereto.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants set forth below, as for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### CLAUSE I. SERVICE ORDERS

ARTON TO THE PROPERTY OF BELL OF FRUEE

Whenever SBC shall desire Contractor to perform BDS/LANs installation services, maintenance services or engineering services for SBC, SBC shall prepare a Scope of Work Letter ("Scope Letter") substantially in the form and substance of Appendix A stanched hereto and incorporated by reference herein. Each Scope Letter shall set forth the Scope of Work, Services required, and/or Massrial ("Massrial") required (together "Project").

Contractor will submit to SBC within ten (10) days of the receipt of the Scope Letter, a signed Service ("Order") substantially in the form and substance of Appendix B, annehed hereto and incorporated by reference herein, offering to perform the work within ten (10) days of the receipt of the Scope Letter will be deemed a rejection of the Scope Letter. (If the terms set forth on the Order are acceptable to SBC, then SBC shall execute the Order and return the executed Order to the Contractor. Seek Project will be completed pursuant to the terms of the executed Order and the terms and conditions this Agreement. Following the receipt of the executed Order, Contractor shall begin performing the Services described therein. SBC agrees to pay for the Services in accordance with the rates specified in the applicable Order.

Contractor agrees to furnish the Services described in each Order at the prior agreed to in the Order. Contractor agrees: furnish the Material described in each Order. The Services specified in a particular Order, together with the location(s) at which the Services area to be performed, are collectively referred to, in connection with such Order, as the "Project" Each Project shall be completed within the time specified in the applicable Order, times being of the essence in each case, and a accordance with and subject to the terms and provisions of this Agreement and such Order.

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### CLAUSE 2 AGREEMENT GOVERNS

<del>la</del>ngun k<sup>a</sup>ng mengangan kabulangan dilaban di

The Order shall describe/initiate Contractor's performance hereunder and shall be deemed to incorporate the terms of this agreement. In the event of any inconsistency or conflict between the terms of any Order or any attachments.(3) thereto me this Agreement shall govern unless the Order expressly notes the inconsistency or conflict and expressly states that the Order shall govern. Contractor shall have the right to accept or reject my term in mi Order which conflicts with this Agreement.

### CLAUSE 3. CONFLICT OF INTEREST

Both parties hereby represent and warrant that no officer, employee, or agent of the other party has been or will be employ retained, paid a fee, or otherwise has received, or will receive, any personal compensation, "kickback" or any other consideration, whether directly or indirectly, in connection with, or in contemplation of, this Agreement or any Order.

### CLAUSE 4. RISK OF LOSS

Contractor agrees to protect any Material furnished in connection with a Project and bear the risk of loss or damage there upon acceptance of delivery until Services are completed and accepted by SBC according to the applicable Order and in accordance with Clause 5. CONTRACTOR'S WARRANTIES. The foregoing, notwithstanding, Contractor will not be liable for any damages caused by SBC or SBC's customer or for defects in any material furnished by SBC.

### CLAUSE S. CONTRACTOR'S WARRANTIES

Unless otherwise specified in a Scope Letter and corresponding execute Order, Contractor warrants: (a) for a period of thirty (30) days following the completion of the Project that Services provided will have been performed in a workman-lik manner; and (b) any Manufal provided will be free from defects for a period of aimsty (90) days following the completion the Project.

Contractor's sole duty and SBC exclusive remedy for Contractor's breach of either of the foregoing warranties will be immed to the correction of the un-workmanifice installation and/or repair or replacement of the defective Material.

If SBC requests repairs during the warranty period and Contractor responds to such requests and determines that the problem(s) is not covered by the above warrantes. Contractor will invoice and SBC shall pay Contractor a minimum re(2)-hour service charge for making a service call or the actual time expended, whichever is greater.

This warranty does not include the following services but such services may upon SBC's request and at the Contractor's

option be provided. If such services are provided they shall be provided at Contractor's standard service rate:

- (a) Repair of durage due to SBC's customer's failure to provide adequate electrical power or environmental conditions.
- (b) Repair of damages caused by misuse or neglect.
- (a) Repair of damages cassed by SBC's customer's existing wiring or damage to the existing wiring.
- (d) Rapeir of durage caused by accident and/or dissent, including, but not limited to fire, flood, wand, or water
- (e) Repair of demage caused by the attachment of mechanical, electrical, or electronic equipment or devices to cabillag that are not supplied by SBC.
- (f) Repairs which are impractical for customer to reader because of alterations in, or attachments to the cabling

Warranty service provided under this Agreement does not assure uninterrupted operation of the cabling or customen's service.

The foregoing states SBC's sole and exclusive remedy hereunder:

OTHER THAN AS SET FORTH IN THIS CLAUSE, CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR INDICIDED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF FITNESS FOR A PARTICULAR FURPOSI OF MERCHANTABILITY, WITH RESPECT TO THE MATERIAL AND/OR SERVICES PROVIDED HEREUNDER

1 440 400 1415

### CLAUSE & SUBCONTRACTORS

Contractor will have the right to enter into any subcontract relating to the Services to be performed berwinder with obtaining SBC's prior consent, provided Contractor builds any subcontractor by contract to all the terms and condit this Agreement. Contractor will give SBC written notice of each subcontractor performing Services bersunder and remain liable for such subcontractor's performance.

### CLAUSE 7. COMPLIANCE

All Services shall be rendered in full compliance with applicable Federal, State, and Local statutes, laws, regulations ordinances, directives, orders, and code, including, but not by way of limitation, the Fair Labor Standards Act and it Occupational Safety and Health Act. Contractor shall be responsible for obtaining all permits and other governme authorization necessary for Contractor to conduct business at the Project size(s) and to perform the Services in accounts the Order(s). Expenses for such permits and other governmental authorizations will be added to the price of its Services.

### CLAUSE & HARMONY

Contractor's shall cooperate, schedule and coordinate the performance of Services with the work of SBC and any constituents or constructors retained by SBC.

### CLAUSE 9. PAYMENT TO CONTRACTOR

SBC agrees to pay Contractor and Contractor agrees to bill SBC for Services performed berounder in accordance Order. Contractor's request for final payment shall include details of the specific Services billed to SBC and beer signature of the Contractor's duly sudported representative, certifying Contractor's completion of the Services. reserves the right to verify that Contractor's performance it is accordance with the Order and the provisions of CL CONTRACTOR'S WARRANTIES, prior to accepting Contractor's Services. Payment shall be made not thirty (I from the class of receipt of Contractor's invoice.

### CLAUSE 10. BREACH OF AGREEMENT

in the event either party shall be in breach or definit of any of the terms, conditions, or convenants of this Agreem said breach or definit shall continue for a period of un (10) days after the giving of written notice to the other part then in addition to all other rights and remedies at law or equity, either party shall have the right to cancel this Agr

### CLAUSE II. TERMINATION

Either party may terminess this Agreement in whole or in part by giving the other party at least thirty (30) days' proctice. Upon termination, SEC will pay Contractor all amounts due for Massrial and Services, berwarder by Coup to said including the effective date of termination. Such payment will constitute a full and complete discharge payment obligations betweender.

### CLAUSE 12 FORCE MAJEURE

Contractor will not be liable for any delay or failure to supply Material or perform Services bereander due to cirbeyond its reasonable control including, by way of illustration only and not limitation, labor series, natural cases civil disturbances, weather, material shortages, government regulations or other similar casess.

Agreement No. SC95014100 Page 5 of 5

### CLAUSE 13. USE OF INFORMATION

SBC agrees to keep confidential all information, drawings, specifications, or data (collectively, "Information"), include but not impited to the rechnical drawings furnished by Contractor, to SBC in connection with the Massrial or Services provided hereunder and/or any Order. SBC will only provide such information to those of its employees who need to and will only use the information to operate and repair the BDS/LAN. All copies of such information in written graph other tangible form will be returned to Contractor upon request.

### CLAUSE 14. CONTRACTOR NOT AN EMPLOYEE, PARTNER, VENTURER OR SERVANT OF OPERATIONAL TECHNOLOGIES CORPORATION

Neither Contractor nor its employees, agencs or representatives are employees, servents, partners, or joint venturers of with SBC. Contractor is an independent contractor and shall at all times direct, control, and supervise all of it's empirical agents, and representatives and their respective activities.

### CLAUSE IS INSURANCE

Contractor is self-insured and agrees to furnish to SBC, upon request, evidence of its financial capability to self-insured

### CLAUSE IS ADVERTISING AND PUBLICITY

SBC agrees not to use its advertising or salet promotion, press releases, or other external publicity matters, any endors by Contractor or any of its employees without Contractor's prior written approval. SBC will submit for written approval. prior to publication, all publicity meters that mention or display Contractor's same and/or masts or contain ineguage which a connection to said name and/or marks may be inferred or implied.

### CLAUSE 17, PAYMENT OF TAXES

in the event that SBC is liable under Federal Law for excise texts, or under State or Local Law for sales texts, collect Contractor on the Services provided hereunder, Contractor shall bill such texas as superess items, listing each tex jurisdiction involved. Contractor agrees on a request of SBC to furnish statements evidencing that taxes and meets: for which SBC is responsible bereunder have been paid.

### CLAUSE 18 INDEMNIFICATION

Contractor agrees to indemnify, defind, and hold SBC harmless from and against my and all liability, loss, or dama arrang out of any claim made on assount of bodily injury, including death, or demage to tangible paraceal property to extent such a claim eries out of Contractor's, or its employees', negligence. SBC agrees to indemnify, defend, and Contractor harmless from and squines any and all liability, loss, or durage arising out of any claim made on account bodily injury, including death, or damage to tangible personal property to the extent that such claim arises out of SBC employees', negligence.

### CLAUSE 19. LABOR AND MATERIAL

Contractor shall figuish all supervision, labor, tools, power, transportation, masterial, and supplies (collectively "Lab Massrial") specified in the Order, except any imms specifically listed in the Order as being figurated by SBC or other

### CLAUSE 20. SEVERABILITY

If any of the provisions of this Agreement or any Order shall be determined to be invalid, void or illegal, such invalid enforceability or illegality shall in no way affect, impair or invalidum any other provision hereof, and the remaining provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

### CLAUSE 21. NON-WAIVER

No waiver of any default hereunder shall be implied from any omission by either party to take any action on account of such default, if such default persist or is repeated, and no express waiver shall affect any default specified in the express waiver, and, then, only for the time and to the extent therein stated. One or more waivers of any breach of any covenant, terms or condition of this Agreement shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition. To be effective, any express waiver must be in writing.

### **CLAUSE 22. SURVIVAL**

Any obligation arising during the term of this Agreement, under any clause or provision bereof, or under any Project, which by its nature, may require the parties to take certain action or make any psyment after the expiration, termination, or cancellation of this Agreement, or any Project, shall be deemed to survive such expiration, termination, or cancellation.

### CLAUSE 23. CUMULATIVE RIGHTS AND REMEDIES

LANCE OF THE SECOND STATES OF SAME OF

The various rights, options, elections, powers, and remedies contained in this Agreement shall be construed as cumulative and no one of them shall be exclusive of any others, or of any other legal or equitable remedy which either perty might otherwise have in the event of a breach or default in the performance of the terms, conditions, covenance, and agreement set forth herein, and impair or waive its rights to any other right or remedy.

### CLAUSE 24. MODIFICATION IN WRITING

All modifications and emendments to this Agreement shall be in writing and signed by emborized representatives of both the parties hereto...

### CLAUSE 25 CHOICE OF LAW

This Agreement shall be governed by and construed in accordance to the Laws of the State of Missouri...

### CLAUSE 26 APPLIES TO EMPLOYEES

The obligations, duties, restrictions, and prohibitions of this Agreement apply, not only to Contractor, but also to its agrees, employees, representatives, suppliers, subcontractors, successors, and assigns.

### CLAUSE 17. ASSIGNMENTS

Neither party shall easign, or otherwise assign, any of its rights or obligations under this Agreement without prior written consent of the other, which consent will not be terresecontly withheld provided, however, Contractor will have the right to assign this Agreement to any present or funce affiliate, subsidiery or parent corporation of Contractor without securing the consent of SBC and may great to easignee the same rights and privileges Contractor enjoys hereunder.

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ALMERT NE SCA2019100 Page 7 of #

### CLAUSE 18 NOTICES

Contractor will be in writing and given or made by factionale or similar communications, or by cartified or by registered That I return receipt requested, addressed to the respective parties as shown: Any socies or demands which under the terms of this Agreement or otherwise must, or may be given, or made by SBC

If to SEC. Southwestern Bell Communications, Inc

130 E. Travis

San Antonio, Texas 78205

Lowery S. Harper

6 If to Contractor

Southwestern Bell Telephone Company

San Antonio, Texas 78299-2780 05 Auditorium Circle. Room 1121

þ Lace D Dis

Such nodes or demand will be deemed to have been given or made when sent, if seat by faceinally or similar communication or when deposited, postage prepaid, in the U.S. Mail. The above addresses may be changed t any time giving thirty (30) days prior written nodes as above provided

CLAUSE 29. LIMITATION OF LIABILITY
CONTRACTOR WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR
INDIDECT DAMAGE, WHITTEER ARISING OUT OF BREACH OF WARRANT, BREACH OF CONTRACT. by, or arriving out of its failure to supply Material or perform Services in a proper and timely man by SDC to Contractor for such Materials and Services. PERFORMANCE HEREUNDER. This limitedes of liability will not be comercial to limit the cost of repairing or NEGLIGENCE. STRICT LLABILITY OR OTHERWISE, ATTRIBUTAPLE TO, OR RESULTING FROM ITS replacing MATERIAL or correcting SERVICES performed in an un-workmanility manner should Contractor be required to so pursuant to CLAUSE 5. CONTRACTOR'S WARRANTY. In so event will Contractor's liability for demands can BAY, exceed the amount or

### CLAIME 14 MODIFICATION TO CONFORM TO LAW

This Agreement and all obligations beneated will be subject to all applicable level, court orders, rules, and regulations (collectively, "LAWS") including by way of liberation and not limitation, the Modification of Final Independ. In one In the event this Agreement, or may of the provisions hereof, or the operations contemplated herender, are found to be inconsistent with, or contrary to any Laws, the latter will be deemed to control and, if comparately practicable, this continues with a regarded as modified accordingly and will consistent to he he field force and effort, as so modified. If we modified Agreement is not commercially practicable, in the opinion of either party, then the parties agree to meet prompt and discuss any accountry amendments or modifications in order to comply with any Laws, then this Agreement may be and discuss any accountry amendments or modifications in order to comply with any Laws, then this Agreement may be certainseed immediately by either party. In the event of such termination, SDC will pay Contractor Services provided hereunder by Contractor up us, and including, the otherwa date of termination. nd is United St any mace Thereis Co. Lies. et al. C.A. No. 82-0192 (the "NOT"), to the extent the NOT apply all amounts due for

### CLAUSE 31. EXTERE AGESTIMENT

between SBC and Cooktractor and may not be modified except by a writing signed by both perdex. Any writes proposed SBC in SBC's proposal or acceptance of Constructor's offer, or that may appear in SBC's invoice or in my other. SBC is SBC's proposal or acceptance of Contractor's offer, or that may appear in SBC's invoice or in any other communications, which may add in, very from, or conflict with the terms herein, will be weld. The previsions of this Agreement supersede all prior oral and written communications, agree the subject marker hereof. a furnished will not one 8 OF The series con ma, and understandings of the phrides in respect

La (j. 1970 - 1002 - 1004-20035-244 NOTO MICHAEL NOTO SECURITOR SECURITOR (1825)

Agreement No. SC95014100 Page 8 of 8

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate by their duly surborized representatives as of the date first set forth above.

Southwestern Bell Communications Services, Inc.

("SBC")

By: James & Hays Title: 10 - Openations Desc: 9/9/91

Southwestern Bell Telephone Company

Agreement Vo 95014100 Appendix 4 Page | of 1

### SCOPE OF WORK LETTER

SBC hereby submits the following descriptions and specifications of the Services and Material requirements to be provided in the completion of the following Project:

DATE:
PROJECT NAME:
PROJECT LOCATION:
PROJECT DIRECTOR:
SCOPE OF SERVICES:
MATERIAL REQUIRED

Agreement No. SC95014 Appendix B Page 1 of 1

### SERVICE ORDER

WHEREAS, SBC and Contractor entered into an Agreement for Engineering, Installation and Maintenance Services (No. SC95014100), on July\_, 1995\_ (the "Agreement"), setting forth the terms and conditions pursuant to which Contracts will provide Services to SBC from time to time; and

WHEREAS, pursuant to the Agreement, SBC and Contractor desire to describe the specific Services to be provided Contractor in connection with the Project described below:

NOW, THEREFORE, in consideration of the covenants herein the parties agree;

٩_	SCOPE OF SERVICES
ι.	Contractor will provide the Services described for the Project located at:
2.	Contractor will complete the Services by, 199, or _() days following the execution of this Order, whichever is later, provided there are no additions or rearrangements as set forth in the Scope of Work Letter dated 199, a SBC performs its obligations under the Agreement in a timely manner.
3.	The total compensation due Contractor for the Services and Materials to be provided hereunder will be (S). Payment terms are not thirty (30) days from the date of receipt of Contractor's invoice.
4.	The Services will consist of the following:

5. All Services and Maserials will be provided in accordance with the Agreement which is incorporated herein.

Agreement No. SC9501 Appendix B Page 2 of 2

### SERVICE ORDER (Cont.)

B. MATERIAL AND PRICE LIST			
	OTYAINIT	RATE	IOTAL
MATERIAL			
SUBTOTAL			\$
SERVICES			<b>s</b> .
SUBTOTAL			S
SALES TAX			S
GRAND TOTAL			\$
IN WITNESS WHEREOF, this Order has been executed by authorized representatives of the parties hereto, in duplicate, dates set forth below.			
Accepted:		A command.	

Accepted:	Accepted:
Southwestern Bell Communications Services, Inc. ("SBC")	Southwestern Bell Telephone Company ("Contractor")
8y;	Ву:
Title:	Title:
Date:	Date:

Agreement No. 5C95014 00 Appendix C Page 1 of 1

### PRICE SCHEDULE

(To Be Provided)

Contract No. SC95014100 Appendix D

Page 1 of 2

### NONDISCRIPTION COMPLIANCE AGREEMENT (SW-934)

Confractor recognizes its responsibility to comply with all federal and man laws governing performance of this commet including, but not limited to. Executive Order 11246, Executive Order 11625, Executive Order 12138, Section 503 of the Rehabilitation Act of 1973 as amended and the Viction Era Veteran's Readjustnment Assistance Act of 1974.

# E FQUAL EMPLOYMENT OPPORITINITY DUTING OF GOVERNMENT CONTRACTORS (APPLICABLE TO CONTRACTS AND SUBCONTRACTS EXCEEDING SIB,000)

During the performance of this contract, the Contractor agrees as tollows:

- (1) The Contractor will not distriminate against any employee or applicant the employment because of mon, color, religion, sex, or nanonal origin. The Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated uning employment, without regard to their new, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, democion, or transfer, recrumment or recrumment advertaints; layoff or transaction; rates of pay or other forms of compensacion; and selection for transme, including appreciated in. The Comments agrees to post as completeness places, available to employees and applicants for employment, notices to be provided by the commenting officer setting furth the provisions of this nondiscrimination clause.
- ٤ (2) The Commutator will, in all solistications or advertisations for employees placed by or on behalf of the Commutat, some that all qualified application will receive consideration for employment without regard to men, color, religion, sex, or entired origin.
- (3) The Contractor will send to each labor usion or representative of workers with which he has a criticative bergaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commissioners under section 202 of Executive Order 11246 of Separative 24, 1965, and shall peet copies of the notice in complicative pleases swellable to employees and applicates for employeeses.
- (6) The Contractor will camply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and ruley are orders of the Secretary of Labor.
- (5) The Constructor will furnish all information and reports required by Executive Order 1 1246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will parmit access to its books, records, and accesses by the contracting agency and the Secretary of Labor for purposes of investigation to accessin comprises with node, regulations, and orders.
- (6) In the event of the Comments's associated with the conflictionization classes of this contract or with any of rush rules, regulators, or orders. This contract may be associated, terminated or suspended in whole or in part and the Comments may be desirated institution of Comments contracts in associated with provided as althorized in Russia've Order 11246 of September 24, 1965, and seek other suscions may be improved and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary Labor, or as substracted provided by law.
- (7) The Contractor will include the provisions of paragraphs (1) through (7) is every subscontract or purchase order unless exampted by rules, regulations, or orders of the Searmary of Labor issued paratum to excite 124 of Ensemble 24, 1245 of September 24, 1245, so the such provisions will be binding upon each subscatters or vender. The Contractor will take such action with respect to any subscatters or purchase order as may be directed by the Searmary of Labor as a seems of enfeming such provisions including searches for noncompliance: Provided, however, that is the event the Contractor because involved it, or it themselved with, litigation with a subscatterior or vender as a result of such threation, the Contractor may request the United States to easier into such Hitigation to proceed the immedia of the United States.

## II. — CERTUTACATION OF NON-REGISSIATED FACILITIES (APPLICABLE TO CONTRACTS ÁND SUBCONTRACTS EXCEXDENG 118,665)

The Contractor cardides that it does not and will not maintain say theilities it provides for its employees in a suprepared manner, or partial its employees to perform their services as any location under its countral values suprepared theilities are maintained; and that it will obtain a similar confudention, prior to the sword of any seasonampt subcommunic.

## III. EDGILOYER INFORMATION REPORT (APPLICABLE IF VALUE OF CONTRACT IS SIGNED OR MORE AND CONTRACTOR IIAS IN OR MORE EMPLOYEES)

Commerce agrees and cartifies that it will the complete and accurate report (ESO-1) per the carmat impressions and the seats other compliance reports as may be required under Susceptive Order 17246, as amended, and rules and regulations adopted therewater.

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Constructor will develop an affirmative section compliance program for each of its establishments as required by 41 CJP Part 60-1.40 and 60.3.

Contract No. SC95014100
Appendix D
Page 2 of 2

### V CERTIFICATION OF COMPLIANCE WITH VETERAN RESPONSIBILITIES (APPLICABLE TO CONTRACTS AND SUBCONTRACTS OF \$10,000 OR MORE)

In accordance with the Victnern Veteran's Readjustment Assistance Act of 1974 and 41 C.F.M. Part 60-250, at amended, the parties incorporate by reference the "Affirmative Action For Disabled Veterans and Veterans of the Vietnam Ers" clause and such other regulations and contract clauses required to be made part of government government and subcontracts.

### VI. EMPLOYMENT OF THE HANDICAPPED (APPLICABLE TO CONTRACTS AND SUBCONTRACTS OF \$2,500 OR MORE)

Is accordance with the Rehabilitation Act of 1973, as amended, Executive Order 11758 and 41 C.F.R., Part 60-741, the parties incorporate by reference the "Affirmative Action For Handicapped Workers" clause and all other regulations and contract clauses required to be made part of government contracts and subcontracts.

### VII. UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS (APPLICABLE WITEN GOVERNMENT CONTRACT IS EXPECTED TO SE OVER 1880,100)

- (a) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable apportunity to participate in performing controls let by any Federal agency.
- (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the failust extent consistent with efficient contract performance. The Contractor further agrees to cooperess in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (c) As used in this contract, the tests "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Ast and relevant regulations promulgated pursuant therein. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern-
- (1) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicity owned business, at least 51 per cureum of the stock of which is owned by one or more socially and economically deadvantaged individuals, and
- (2) Whose management and daily business operations are controlled by one or more of such individuals.

The Contractor shall pressure that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans and other missoriales, or any other individual found to be disadvantaged by the Administration pursuent to section 8(a) of the Small Business Ast.

(d) Commences acting in good faith may rely on written representations by their subcontractors regarding their status as either a small business concern or a small business concern owned and controlled by socially and economically disedvestaged individuals.

### VIII. SHALL BURNESS AND SHALL DISASVANTAGED BUSINESS SUBCONTRACTING PLAN (IF SUBCONTRACT OF GOVERNOENT CONTRACT EXCESSES SISSES)

Contractor will adopt a unbecommenting plan similar to the plan agreed to by Southwestern Bell Telephone Company.

- IX. UTILIZATION OF WOMEN-OWNED SHALL BUSINESSES
- (a) "Women-owned small businesse," as used in this closes, means businesses that are at least 31 percent owned by women who are United States extracting and who also control and operate the business.
  - "Control," as used in this situate, means unarrising the power to make policy decisions.
  - "Operate," so used in this citeses, means being actively involved in the day-to-day management of the business.
- (h) It is the policy of the United States that women-owned small businesses shall have the maximum premienble opportunity to participate as performing contracts awarded by any Federal agreey.
- (c) The Constructor agrees to use its best efforts to give women-owned small businesses the maximum practicable opportunity to participate in the subconstructs it awards to the Sallest extent consistent with the efficient performance of its construct.

RESTRICTED PROTECTION OF TOTAL STRUCTION RESTRICTED-PRIME CONTROL OF A C

AGREEMENT No. SCISTATO

MATTERIAL SOND PRICE LIST	OLL.	UNITRICE	TOTAL PAICE
WIRE LVL 3 4 PR PLENCIM VOICE WHITE	13000	\$0.10	£1.100.00
WIRL LVL 5 4 PR PLENTIM DATA GREEN	12000	50.24	\$1,300.00
JACIS. RI45 VOICE LVL 3 TVORY	31	54.17	\$2.880.00
IACKS, RIAS DATA LIVL S CRANGE	62	\$6.78	\$129.27
TACKS, RI 45 VOICE LVL 3 BLACK	31	\$4.17	\$420.36
TACERLATES, QUAD INDRY	17	\$0.90	\$129.27 \$15.30
FACTOLATES, MODIFURN, TRIPLEX, BLACK	31	\$1. <b>6</b> 7	\$13.30 \$\$1.77
CONSMECTING BLOCKS, 11089V300	و	\$27.44	\$1.77 \$12_32
C-5 CR25 2X OF 10	18	\$5.97	\$107.46
COAX CABLE AG 59 ALENDIM CATY	500	\$0.07	\$35.00
COAX COUPLES, PENGLE	6	52.08	\$13.00 \$12.48
CORX, COMMECTORS, PENCALE	6	\$0.69	742.46 \$4.14
JACIS. WALL INCOME	1	\$12. <b>G</b>	34.14 \$12. <b>58</b>
TIMESMET, 10 BASET CRED, 24 SORT	1	\$2.572.92	\$12.572.92
CARLE MALE MORALDON, 30.	1	\$16.67	45.55 45.55 45.55
XCON CORPS. LVLS	30	13.12	199.ED
ADRITOR, MODFUEN, FLEWHODE	31	\$1.39	\$43.09
SHITTING TOO HONDLING			1341.68
INSTRULERTION			\$3,126.08
SALES TAX			\$846.74
TOBLE			\$12,245.40

IN (WITE/ELS WHEREOF, THUS ORDER HOL PRENCENE CUTED BY RUDDOR JOED REPORTED OF THE PRETITES HERETO, IN DUBLICHES, AS OF THE DATE SET FORTH SELOW.

ACCEPTED:	ACCEPTED
Southwestern Bell Communications Sorvices, Inc. (SBC)	Southwestern Bell Telephone Company ("Constructor")
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Dess: 8/8/95	Den: 8/8/95